ADJUMED OF LINES DAVIDED ON COATE	
UNITED STATES BANKRUPTCY COURT	
DISTRICT OF NEW JERSEY	
Caption in Compliance with D.N.J. LBR 9004-1(b)	
Alyk L Oflazian	Case No.: <u>21-18217</u>
Manley Deas Kochalski LLC P.O. Box 165028	Chapter: 13
Columbus, OH 43216-5028 Telephone: 614-220-5611	Hearing Date:
Email: ALOflazian@manleydeas.com Attorney for: PNC Bank, National Association	Hearing Time:
In Re:	Judge: <u>Rosemary Gambardella</u>
Manir Ahamed	

# NOTICE OF PAYMENT DEFERRAL PURSUANT TO A COVID-19 HARDSHIP

COMES NOW, Manley Deas Kochalski LLC, on behalf of Secured Creditor, PNC Bank, National Association and files this mortgage payment deferral Pursuant to a COVID-19 Hardship (the "Notice") with the Court regarding Debtor's request for payment deferral based upon a material financial hardship caused by the COVID-19 pandemic, and in support of same, states as follows:

- 1. Debtor(s) requested a payment deferral related to a COVID-19 hardship with respect to Debtor's property located at 116 Carlisle Avenue, Paterson, NJ 07501.
- 2. Secured Creditor agreed to a payment deferral starting with November 1, 2021 payment. Subsequently, Creditor agreed to defer the payments under Debtor's forbearance agreement to the end of the loan. Creditor has placed \$15,034.33, representing the payments during the forbearance period, to the end of the loan, payable when the loan matures on February 1, 2042. A copy of the deferral documents are attached for reference.

3. By this Notice, Secured Creditor is requesting that Debtor's (Debtors') counsel take whatever steps are necessary, if any, to formalize this agreement with the Bankruptcy Court, such as an Amended Plan, Request for Loss Mitigation or Notice of Loan Modification if same is required.

4. Secured Creditor does not waive its rights to seek relief from the automatic stay for reasons other than non-payment during the Forbearance Period, including, but not limited to, a lapse in insurance coverage or non-payment of property taxes.

5. Secured Creditor does not waive any rights to collect the payments that come due during the forbearance period after the forbearance plan ends, subject to the rules of the Bankruptcy Code.

6. Secured Creditor does not waive its rights under other applicable non-bankruptcy laws and regulations, including, but not limited to, RESPA, and the right to collect any postpetition escrow shortage, subject to the rules of the Bankruptcy Code.

7. Furthermore, during the forbearance period Secured Creditor may continue to file notices in compliance with Fed. Rule Bankr. P. 3002.1.

Respectfully submitted,

/s/ Alyk L. Oflazian

Manley Deas Kochalski LLC P.O. Box 165028 Columbus, OH 43216-5028 Telephone: 614-220-5611

Fax: 614-627-8181

Authorized Agent for Creditor

Contact email is amps@manleydeas.com

Counsel for Secured Creditor, PNC Bank, National Association

# **CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing Notice of Forbearance Agreement Pursuant to a COVID-19 Hardship was served **electronically** on the date of filing through the court's ECF System on all ECF participants registered in this case at the email address registered with the court:

Office of U.S. Trustee, Party of Interest, (Registered address)@usdoj.gov

Marie-Ann Greenberg, mag@magrrustee.com

Russell L. Low, Attorney for Manir Ahamed, ecf@lowbankruptcy.com and on the below listed parties by regular U.S. mail, postage prepaid:

Manir Ahamed, 116 Carlisle Avenue, Paterson, NJ 07501

PNC MORTGAGE, PO BOX 8703, Dayton, OH 45401

/s/ Alyk L. Oflazian



Loss Mitigation Contact Information: PNC Bank, B6-YM09-02-2 3232 Newmark Drive Miamisburg, OH 45342-5421 1-888-224-4702

LOAN NUMBER DATE

PAGE 1 OF 4

MANIR AHAMED 116 CARLISLE AVE PATERSON, NJ 07501 Property Address: 116 CARLISLE AVE PATERSON, NJ 07501



Based on a review of the information you provided, you have been approved for a COVID19 Payment Deferral.

COVID-19 Payment Deferral:

You have been approved for a FHLMC Thank you for speaking with us about your mortgage. As we discussed, you are approved for a FHLMC COVID-19 Payment Deferral, and we will defer your past-due amounts to bring your mortgage current. This letter describes what a payment deferral is and how it impacts your mortgage.

> In order to accept this offer, please click on the box next to your name in the signature section of this document to verify your acceptance using e-signature by

> > November 1, 2021

Note: Each signer on this document must respond by separate e-mail to fully accept this offer.

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To request information or notify us of an error regarding your account, please send a written request/notice to PNC Bank PO Box 8807 Dayton, OH 45401-8807

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Document

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Redacted

October 18, 2021

LOAN NUMBER DATE



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What is a Payment Deferral?

A payment deferral brings your mortgage current and delays repayment of certain past-due monthly principal and interest payments, as well as other amounts we paid on your behalf related to the past-due monthly payments. The deferred payments will not accrue interest and will not be included in your monthly payment. You will be responsible for paying the past-due amounts upon the maturity date of the mortgage or earlier upon the sale or transfer of the property, payoff of the mortgage loan, or the date the interestbearing principal balance is paid in full.

Terms of the Payment Deferral

As of November 1, 2021, we will

- adjust the due date of your next scheduled monthly payment to bring your mortgage current,
- defer the scheduled repayment of the total past-due amounts to the maturity date of the mortgage or earlier upon the sale or transfer of the property, payoff of the mortgage loan, or the date the interest-bearing principal balance is paid in full; and
- waive any late charges.

Your Next Payment Due Date will be:

December 1, 2021

The following table describes the specific terms of your payment deferral.

Number of past due principal and interest payments to be deferred	17
Past-due principal and interest payment amount to be deferred	\$6,690.52
Other past-due amounts to be deferred*	\$8,343.81
Total past-due amounts to be deferred**	\$15,034.33
Late charges to be waived	\$0.00

<sup>\*\*</sup>Interest will not be charged on the total past-due amounts to be deferred. The payment deferral will not change any other terms of your mortgage.

Once your payment deferral is in effect, you must continue to make your scheduled monthly payments to keep your mortgage current.

# QUESTIONS? CONTACT US

PNC BANK Phone: 1-888-224-4702 Single Point of Contact: JARITZA N Extension: 937-072-9117 Email Address: Jaritza.n@pnc.com

Website: www.pnc.com

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To request information or r of an error regarding your account, please send a writ request/notice to PNC Bank

PO Box 8807 Dayton, OH 45401-8807



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# Instructions:

To accept this Payment Deferral Agreement, please click on the box next to your name below by November 1, 2021. Each individual signer must update the checkbox from the e-mail sent to them to fully accept this offer. If one or more signers does not complete the e-signature, the payment deferral will not be processed and this offer will be revoked and normal servicing of your loan will continue, which may include collection or foreclosure proceedings, as well as negative credit bureau reporting, if applicable. If these proceedings were previously suspended, they may begin once more. If you are unable to electronically sign the agreement, please contact your Single Point of Contact, listed above, for an alternative delivery method of the agreement.

With my signature, I agree to the offer described in full in this letter dated October 18, 2021.

10-19-2021 22:43:51 EDT GNED by MANIR AHAMED Borrower Signature 0-19-2021 22:43:51 EDT Date MANIR AHAMED

If you would like additional counseling, you may consider contacting the HOPE Hotline at 1-888-995-HOPE. A project of the nonprofit Homeownership Preservation Foundation, the HOPE Hotline connects homeowners with HUD-approved housing counselors, who offer assistance at no charge.

This is an attempt to collect a debt and/or enforce our lien. Any information obtained will be used for that purpose unless prohibited by applicable law. However, if this debt has been discharged or if you are protected by the automatic stay in bankruptcy, we are not attempting to collect the debt from you personally, and if we have obtained relief from the automatic stay, we will only exercise our rights against the property itself. By providing this notice we do not waive any applicable exemptions from state or federal collection laws.

If you are requesting loss mitigation, please note that normal collection and/or foreclosure activity will continue on your loan to the extent allowed by law while your request is being reviewed. Any information requested may be necessary to determine your eligibility for loss mitigation options. There may be additional fees or costs, that have been incurred but that are not included in this document because they have not yet been applied to your account. To the extent they are fees we are permitted to recover from you under the terms of the note and mortgage, or other agreement you have entered into, you will be responsible for these fees and costs when they are applied to your account.

Upon this payment deferral becoming effective, any future HAMP "Pay for Performance" incentives will not be impacted if your account was in "good standing" prior to any relief and your account either was on a forbearance plan or was never more than two months delinquent.

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## Q: What other amounts might I owe?

- There are no processing fees for this payment deferral.
- If there is already a principal forbearance amount that will be due at the maturity of your loan, you will still be responsible for any such amount that remains at the maturity date of the mortgage loan or earlier upon the sale or transfer of the property, payoff of the mortgage loan, or the date the interest-bearing principal balance is paid in full.

Frequently Asked Questions

## Q: How will a COVID19 payment deferral impact my credit?

- If your financial hardship was caused by COVID19 during the covered period under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") and you were current on your mortgage before receiving the COVID19 payment deferral, we will continue to report you as current on your credit report. If you were delinquent on your mortgage prior to receiving the payment deferral, we will continue to report this delinquency status until the payment deferral is in effect.
- When your COVID19 payment deferral is completed, you will be considered current on your mortgage.
- For information on how your credit report may impact your credit score, go to https://www.consumerfinance.gov/consumer-tools/creditreports-and-scores/

### Q: What if I need further assistance?

- Please contact us any time at 1-888-224-4702, especially if you experience another event that may prevent you from making your mortgage
- For a list of HUD-approved housing counseling agencies that can provide free foreclosure prevention and debt management information, and may be able to provide translation or other language assistance, contact one of the following federal government agencies:
  - The U.S. Department of Housing and Urban Development (HUD) at (800) 559-4287 or www.hud.gov/counseling
  - The Consumer Financial Protection Bureau (CFPB) at (855) 411-2372 or www.consumerfinance.gov/mortgagehelp
- For additional information on how to avoid foreclosure, including help for military servicemembers, you may also visit Fannie Mae's www.KnowYourOptions.com.

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